



July 1, 2009

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Board of Supervisors

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## QUESTIONS AND ANSWERS NO. 3 AND ADDENDUM NO. 1 TO REQUEST FOR PROPOSALS FOR DIETARY AND CONCESSION SERVICES

The following are Questions and Answers No. 3 and Addendum No. 1 to the Request for Proposals (RFP) for Dietary and Concession Services issued by the Department of Health Services (DHS) on July 1, 2009. All other terms and conditions of the RFP remain unchanged.

### Questions and Answers No. 3

In the event you have submitted a question and do not see the answer, be advised we are researching some of the questions and expect to publish answers soon.

### SUBMISSION OF PROPOSALS

**Q1** Is the proposal due time Noon or 2 PM on the 10th of July?

**A.1** The due date has been extended to 12:00 Noon on July 30, 2009.

**Q.2** Can we submit our proposal prior to closing date for a pre-view?

**A.2** Proposals can be submitted early but will not be opened prior to the due date and time.

**Q.3** Is there a training period scheduled?

**A.3** No.

**Q.4** Will you consider a submission of alternative options for the facilities?

**A.4** Proposals must be submitted that are responsive to the RFP requirements. As stated in the RFP, only responsive proposals will be scored. Alternative proposals will not be accepted on their own. However, if a Proposer has an alternative proposal and/or business solution concept that can improve services, enhance service, improve quality, lower costs, increase patient satisfaction, etc., then Proposer should offer its alternative concept and/or business solution to assist the County in delivering the highest quality services to County residents at the lowest price possible. The County, in its sole discretion, reserves the right to consider or reject such alternative proposals.

**Q.5** RFP Appendix D, Required Forms-Exhibit 20, CONTRACTOR STAFFING PLAN. May we submit the staffing plan, for proposal purposes only, without names, insurance information, hire and termination date? We understand those items will be required for Living Wage reporting in the future.

**A.5** Yes.

**Q.6** Cost Proposal - Are you requiring one original and four numbered copies (that will include facility specific forms and supporting forms) for a total of five cost proposals or 20 cost proposals (bidding on all 4 facilities, so 4 times 5 = 20 cost proposals)?

**A.6** A Proposer should submit one original Cost Proposal and four numbered copies of the same package as the original. Each Cost Proposal should be comprised of all the required forms and supporting forms for all the facilities for which the Proposer is submitting a Cost Proposal. In the example cited where Proposer is responding for all 4 facilities, the Cost Proposal would include in a single package/binder:

1 - Cover Page

1 - Exhibit 12 – Certification of Independent Price Determination & Acknowledgement of RFP Restrictions

4 - Exhibit 13 – Pricing Proposal (one for each facility)

4 - Exhibit 14 – Annual Budget Sheet (one for each facility)

1 - Exhibit 15 – Employee Benefits Sheet

In addition, Proposers should submit 4 separate copies of the above package.

#### **FACILITY CAPACITY/DATA**

**Q.7** Please provide the annual census for each facility for calendar year 2009 and forecast for 2010. What was the Average Daily Census by month for Rancho Los Amigos for the past 2 years? What is the patient census per month, per unit, for each facility for the past 12 months? What is the number of beds in each Facility?

**A.7** See the attached Average Daily Census for Fiscal Years 2007-08 and 2008-09. No forecast for Fiscal Year 2009-10. Census information is compiled for each hospital as a whole and not published by units. The Average Daily Census reflects the most accurate trend for number of beds used. The hospitals have more beds that could be used with the exception of LAC+USC.

**Q.8** What is the patient mix by facility?

**A.8** Approximately 70 percent of DHS patients are Latino, 15 percent are African American, and 10 percent are White. More than 50 percent of the patients speak Spanish as their primary language.

## **ORDINANCE MEALS**

**Q.9** Appendix A, Sample Agreement, 2.0 Definition, 2.18, page 4, "Meal: a meal under the Ordinance Meal program includes: Breakfast – breakfast entrée, protein, a starch, hot or cold cereal and beverage. Lunch/Dinner – entrée, two sides, one dessert, and one small fountain beverage". Will the dollar spending limits currently in place continue with the new contract (Olive View \$7/meal, \$64/week; MLK \$7/meal, \$21/day; LAC+USC \$12/meal, \$28/day) or will the program be reduced based on the above description of an ordinance meal? (Limits include tax and are for interns and residents. Medical students and partially subsidized staff currently have lower spending limits). Will the Ordinance Meal recipients at Harbor receive only the meals as described above when dining in the Concession Cafeteria? Will the Ordinance Meal recipients at Rancho receive only the meals as described above or as described in Exhibit 4?

**A.9** DHS anticipates standardizing the definition of ordinance meals across all facilities. Please see Appendix A, Sample Agreement, Paragraph 2.18, Meal, for the definition of a meal under the Ordinance Meal program.

## **SAMPLE AGREEMENT – Appendix A**

**Q.10** Sample Agreement, Paragraph 1.7 Agreement Rates - Contractor's rates shall remain firm and fixed for the initial three year term. Does this mean a single rate for three years or each year can be a different rate, but once established they are fixed and firm?

**A.10** The RFP calls for a single rate for three years. Proposals must be submitted that are responsive to the RFP requirements. As stated in the RFP, only responsive proposals will be scored. If a Proposer can demonstrate that differing prices in different years results in a cost savings to the County, Proposers should offer such with appropriate quantified reasoning as an alternative proposal and/or business solution. Alternative proposals will not be accepted on their own. However, if a Proposer has an alternative proposal and/or business solution concept that can improve services, enhance service, improve quality, lower costs, increase patient satisfaction, etc., then Proposer should offer its alternative concept and/or business solution to assist the County in delivering the highest quality services to County residents at the lowest price possible. The County, in its sole discretion, reserves the right to consider or reject such alternative proposals.

**Q.11** Sample Agreement, Paragraph 10.3, Capital Improvement - Is the Capital improvement program in addition to any initial capital infusion to a facility?

**A.11** No.

- Q.12** Sample Agreement, Paragraph 10.3, page 78, Capital Improvement/ Special Projects Program 10.3.1 "In order to ensure the Contractor's performance of a Capital Improvement/Special Project Program, and as provided in Section 5.5 herein, Contractor shall submit to County \_\_\_\_% of the monthly gross receipts which County shall deposit in a trust fund with the County Treasurer." Is this % in addition to or the same % of sales net of tax in Exhibit 13 Dietary and Concession Pricing Proposal, Concession Services including Vending Machine in Appendix D?
- A.12** **This is meant to be a portion of the percentage of sales, net of tax receipts.**
- Q.13** Where is Section 5.5 as referenced in Section 10.3.1 of the Sample Agreement?
- A.13** **Section 5.5 was inadvertently omitted. It will be a section inserted after 5.4 in the Sample Agreement to describe how and where the Contractor will submit a portion of the monthly net receipts to DHS as discussed above.**
- Q.14** Sample Agreement, Paragraph 10.3, page 78, indicates that the contractor shall submit a percentage of the monthly gross receipts to the County for Capital Improvements/Special Projects Program. Define "monthly gross receipts" as it relates to this provision.
- A.14** **"Monthly gross receipts" is an error. The correct terminology should be "Monthly net receipts" (e.g., sales net of tax) of the concession operations.**
- Q.15** What is the current timeframe for the completion of County Background checks? Appendix B-1, Statement of Work, General Terms, Page 3, Section A, Item 1.
- A.15** **Background checks conducted through the Livescan process are subject to whatever time it takes for the Department of Justice to provide a response, from a minimum of one day and occasionally as long as several months.**
- Q.16** Appendix B-1, Statement of Work, General Terms, 3A Contractor Personnel (2) Employee Health Standards, page 3 states "Employees involved in the preparation of food shall undergo a health clearance/evaluation before commencing services under this contract. Such health clearance/evaluation shall include at least the following: ... stool examination for ova parasite and culture...". This test is no longer done at Olive View, LAC+USC or Harbor. Will this be required again?
- A.16** **DHS anticipates standardizing the Health Standards across all facilities. As those standards are adopted, DHS will provide them to Proposers.**

## Living Wage and Cost of Living Adjustments

- Q.17** If there are current employees that are earning more than the listed living wage in this RFP, will these rates and any benefits be released so that we may price these employees at the higher rates (if applicable)? We are confident that LA County does not desire for hourly employees currently making above the prevailing wage to have a pay cut.

We understand that the Living Wage represents the wage floor. However, there are employees who are being paid more than the Living Wage. Is it the County's intent to maintain the current wage rates for those employees or are bidders to reduce their pay to the Living Wage rates resulting in a significant pay cut? If we are to keep the current wage rates, will we be provided the actual wages for all employees?

- A.17** DHS recognizes that a successor Contractor might benefit from employing experienced, qualified staff who are employed by a current Contractor. In the event Proposer anticipates augmenting its staff with staff from any current Contractor, Proposer should include that information in the responses to the staffing resource question in the RFP instructions. County Code Section 2.201.070, Employee Retention Rights (See RFP Exhibit J) only applies to Contractors terminated prior to expiration. The current Agreement will not be terminated and therefore this code is not applicable. There is no requirement for a successor Contractor to employ the employees of the current Contractor.

The resultant Agreement(s) are subject to the Living Wage Program. Prospective Contractor(s) must at a minimum meet the wage or wage/benefit requirements of the Living Wage Program. As a point of clarification, the resultant Agreement(s) are subject to the County's Living Wage Program requirements and not prevailing wage requirements.

- Q.18** Will the number of the employees be identified in order to price the correct amount of employees at the higher rate of pay?
- A.18** No. Proposer must determine the appropriate number of employees to provide the required services.
- Q.19** Will the Collective Bargaining Agreements (CBAs) if any be released to insure that all bidders are aware of current rates of pay at any of the locations which are unionized?
- A.19** The current Contractors do not have CBAs.

- Q.20** RFP, Introduction, 1.37 Living Wage Program, page 21. Please clarify that should the Living Wage increase from its current amount of \$11.84/hr, that Contractor will be allowed to submit a new budget to support the increase. Introduction, Paragraph 1.7 Agreement Rates, Pages 4, 5.  
“Where the County decides to grant a Cost of Living Adjustment (COLA), pursuant to this paragraph for living wage agreements, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this agreement) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will increase.”

Please clarify that should the Living Wage increase from its current amount of \$11.84/hr, how the Contractor’s budget will be adjusted to support the increase.

- A.20** **These are two separate issues. If the County raises the Living Wage rates in the future, there will be specific implementation instructions issued on how and when to implement the change with incumbent Contractors. Any Living Wage increases will be passed on through County approved increases in agreement rates. The Cost of Living Adjustment (COLA) is separate from Living Wage rate increases. The proposed agreement allows for a discretionary COLA in Years 4 and 5 of the agreement. However, any COLA granted is only for non labor costs.**

- Q.21** Appendix A, Sample Agreement, Paragraph 9.1.2, Payment of Living Wage Rates. Page 59. 2, “If Contractor uses any subcontractor to perform services...” This item requires that Contractor insert the provisions of the Living Wage Program in all subcontractor agreements. Will the County consider making subcontractors providing professional staff (i.e. dietitians) exempt from this requirement as the County has allowed in the past?

- A.21** **If the question is referencing the engagement of individual dieticians who are issued a 1099 instead of a W-2, these personnel are considered independent contractors not subcontractors. If these personnel are obtained from a company who considers them employees, then that subcontractor is subject to the Living Wage provisions. However, certain “high wage earners” may have the submission of monthly certified payrolls to the County waived.**

#### **EQUIPMENT (Repair and Maintenance)**

- Q.22** Is there any equipment, other than smallwares, in each facility that is not the property of the County? If yes, can you provide a list? (Statement of Work, General Terms, Appendix B-1, Page 7, Section D1)
- A.22** **No. Each Proposer will need to determine what additional equipment is necessary to provide the required services.**

## **HOUSEKEEPING SERVICES**

**Q.23** Appendix B, Statement of Work, General Terms, 3B Paragraph 5, Contractor Furnished Items/Services, page 6 “Contractor shall provide housekeeping services for all designated areas including, but not limited to, walls (under six feet) and windows, sweeping and vacuuming”. Currently at Olive View, Harbor and MLK, the County provides housekeeping for heavy duty scrubbing of the main kitchen floors; at Olive View and LAC+USC stripping and waxing of the Concession floors; and at Harbor, stripping and waxing of the Doctor’s Dining Room floors. Are we to assume our proposal costs should include these additional responsibilities including purchasing of the required equipment?

**A.23** **DHS is standardizing the requirements across all facilities. Cost Proposals should include all required services set forth in the RFP.**

**Q.24** Appendix B, Statement of Work, General Terms, 3B Paragraph 7, Contractor Furnished Items/Services, page 6, “Contractor shall, on a daily basis, be responsible for keeping the entire interior of the Facility kitchen and other designated areas (including but not limited to concession cafeteria, satellite/floor kitchens, pantry/storage rooms) in a sanitary condition to preclude any infestation of vermin”. Currently, Environmental Services cleans the patient floor kitchens at Olive View, including the refrigerators, freezers, microwaves, cupboards, countertops, walls, floors, and doors. Currently at Harbor, Environmental Services cleans the microwaves, walls, floors, and doors in the patient floor kitchens. Are we to assume that our proposal costs are to include these additional responsibilities which are being handled by other departments? Will County continue to provide pest control services in the floor kitchens at all facilities and in the patios at Olive View, Harbor and LAC+USC?

**A.24** **DHS is standardizing the requirements across all facilities. Cost Proposals should include all required services set forth in the RFP.**

## **CONCESSION SERVICES AND VENDING MACHINES**

**Q.25** Please clarify the information that should be provided on Exhibit 13 in the area labeled “Concession Services Including Vending Machines” \_\_\_\_\_% of sales net of tax.

**A.25** **The County is interested in a revenue sharing arrangement based on the proposed percentage of concession cafeteria and vending machine sales. Please indicate the percentage Proposer would pay to the County.**

**Q.26** Appendix C, Exhibit 1, Harbor Concession Services. Vending machines noted for the N-17 Snack Bar are not part of the current dietary contract. Will they be added?

**A.26** **Please see Appendix C, TECHNICAL EXHIBITS – FACILITY SPECIFIC, Exhibit 1, Harbor-UCLA Medical Center, Concession Services.**

**Q.27** Appendix C, Exhibit 4, Rancho Los Amigos National Rehabilitation Center Concession Services - Please confirm that the opportunity to provide vending in the locations listed will be included for this solicitation. It is our understanding that currently vending outside of the concession areas is provided under a different County agreement.

**A.27** Please see Appendix C, TECHNICAL EXHIBITS – FACILITY SPECIFIC, Exhibit 4, Rancho Los Amigos National Rehabilitation Center, Concession Services.

**Q.28** Appendix C, Technical Exhibit, Exhibit 1, Harbor Concession Services: Will the ER Snack Cart continue in its current location? If no, please provide the new location.

**A.28** The exact location was shown to the participants of the mandatory site visit on June 17, 2009.

### **CLINICAL DIETITIANS**

**Q.29** Appendix B-5, Statement of Work, Outpatient Clinical Dietitian Services, Schedule 1. During the bidders conference it was stated that the Outpatient Clinical Dietician Services at High Desert Health Systems might or will be provided via the Olive View contract. What is the scope of work for this requirement?

**A.29** The High Desert dietician will be a part of Olive View's contract at 20 hours per week. Please refer to Appendix B-5, Statement of Work, Outpatient Clinical Dietician Services for the scope of work.

### **MISCELLANEOUS**

**Q.30** What programs are required by the County to comply with the terms of the recycling products provision of this RFP? Are there any future programs currently being considered by the County? If there are required programs implemented after this contract has begun, will the Contractor be allowed to charge for any additional costs associated with these requirements? Statement of Work, General Terms, Appendix B-1, Page 5, Section B, Item 1.

**A.30** See Sections 1.29 and 1.40 of the RFP. The County is currently considering the elimination of all Styrofoam usage at County facilities within one year and intends to utilize recyclable materials whenever possible and feasible. The County is committed to reducing its carbon footprint and the environmental impact in the provision of health services. Proposers are encouraged to identify opportunities for "green" and/or recycling in the provision of services and propose business solutions incorporating recyclable goods/materials wherever possible to assist the County in meeting its environmental goals.



**Q.31** Monthly invoices submitted to the County by the 15th of the following month? When would we be paid? How many days after receipt of invoice? Please provide example of Exhibit C.

**A.31** **Timely correct invoices will be processed and paid within the County's standard of 30 days. Exhibit C will be developed in concert with contract negotiations.**

**Q.32** Please provide the Revenue Share for LAC + USC Dietary Services for DHS Hospitals for the last 18 months

**A.32** **This information is not relevant to this solicitation.**

**Q.33** We currently have a contract with a Los Angeles County probation facility. Does the employee benefit structure need to be the same for each Los Angeles County facility?

**A.33** **No. Proposers must indicate how they are complying with the Living Wage Program, which requires either paying \$9.64/hour with benefits or \$11.84/hour without benefits per Appendix A, Agreement, Paragraph 9.1, Compliance with the County's Living Wage Program. In addition, for informational purposes only, Proposers must complete Exhibit 15 (Appendix D, Required Forms) regarding benefits paid.**

**In the event a Proposer plans to have a different benefit structure at each Facility they propose on, then the Proposer should submit an additional Exhibit 15, Employee Benefits Sheet indicating the different benefit structure.**

**Q.34** RFP Appendix D, Required Forms, Exhibit 13, Dietary & Concession Pricing Proposal - Please clarify the reason for the ordinance meals at LAC+USC and MLK-MACC being in the "will not be evaluated" section versus the meal cost section as are the other three facilities.

**A.34** **DHS is the process of reexamining ordinance meals at these facilities and is requesting the prices for information only at this time. As such, DHS has made a determination to not score the pricing.**

**Q.35** Harbor's diet office menu management computer system has an ongoing annual lease cost of \$9,040. Shall this lease continue to be a line item expense?

**A.35** **Please see Appendix B-3, Statement of Work-Concession Services and Vending Machines, Paragraph 4C, Control/Monitoring of Ordinance Meals.**

**Q.36** What is the current number of County Paid FTEs at Rancho? What is the current number of Contracted FTEs, not including Food Service at Rancho?

**A.36** If this question relates to County employees, there are no County employees providing dietary services at this Facility. The number of contracted FTEs not including food services is not auditable.

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**AVERAGE DAILY CENSUS**  
**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF HEALTH SERVICES**  
**MONTHLY OCCUPANCY REPORT**  
**FOR THE MONTH ENDING APRIL 30, 2009**

	(1) FY 08-09 FINAL BUDGET	(2) FY 08-09 YTD BUDGET	(3) APR/09 BUDGET	(4) MTD ACTUAL	(5) FACILITY FYE	(6) FY 07-08 ACTUAL
LAC+USC MEDICAL CENTER	671	671	671	572	566	606
H/UCLA MEDICAL CENTER	373	373	373	355	366	353
RLA NATIONAL REHAB. CENTER	219	219	219	184	170	156
OV/UCLA MEDICAL CENTER	198	199	199	191	198	197
<b>TOTAL</b>	<b>1,461</b>	<b>1,462</b>	<b>1,462</b>	<b>1,302</b>	<b>1,300</b>	<b>1,312</b>

**NOTES:**

- (1) Per the Fiscal Year (FY) 2008-09 Final Budget, adopted by the Board of Supervisors on October 7, 2008.  
(2) YTD budget developed based on the census level necessary to achieve each facility's FY 2008-09 Final Budget.  
(3) Monthly budget developed for the report month based on the census level necessary to achieve each facility's FY 2008-09 Final Budget.  
(4) The aggregate number of actual census days for the report month, averaged on a per-day basis.  
(5) Facility's full-year-estimate (FYE) for census developed based on the facility's operating plan.  
(6) Actual average daily census averaged for the 12-month period of FY 2007-08 based on facility's Final June 2008 workload report.

**AVERAGE DAILY CENSUS**  
**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF HEALTH SERVICES**  
**MONTHLY OCCUPANCY REPORT**  
**FISCAL YEARS 2007-08 AND 2008-09**

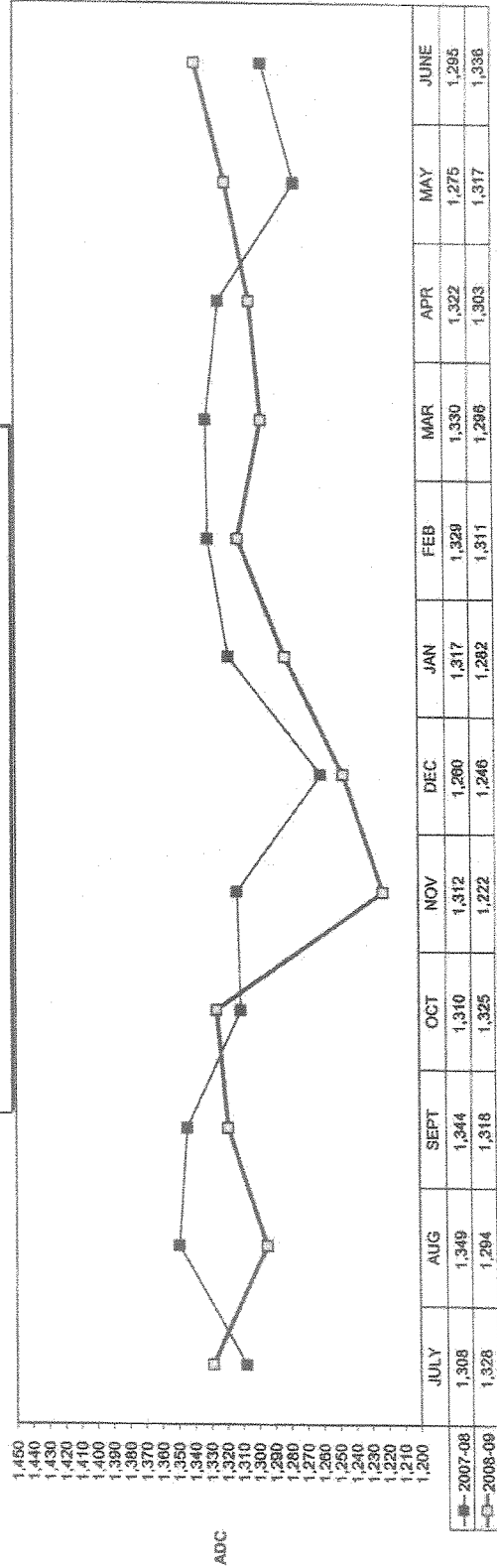
	ACTUAL												YTD Actual
	JUL. (2)	AUG. (2)	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUNE	AVERAGE
FISCAL YEAR 2007-08 (1)													
LAC+USC Medical Center	620	635	623	608	598	598	612	597	609	606	590	584	606
HAUCLA Medical Center	365	358	374	350	352	352	346	353	356	351	339	355	353
RLA National Rehabilitation Center	128	150	152	157	161	158	167	173	169	164	149	154	158
OVI/UCLA Medical Center	188	208	198	195	201	177	193	208	198	201	197	201	197
TOTAL	1,308	1,349	1,344	1,310	1,312	1,280	1,317	1,329	1,330	1,322	1,276	1,295	1,312

(1) Per facility's Final June 2008 workload report.

	ACTUAL												FYE AVERAGE
	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUNE	
FISCAL YEAR 2008-09													
LAC+USC Medical Center	611	585	579	597	480	522	548	563	572	572	574	576	566
HAUCLA Medical Center	364	356	377	381	363	366	373	371	361	355	363	373	368
RLA National Rehabilitation Center	202	192	198	187	167	164	160	182	173	184	181	184	170
OVI/UCLA Medical Center	202	192	198	200	201	194	200	195	190	191	199	203	198
TOTAL	1,328	1,284	1,318	1,325	1,222	1,246	1,282	1,311	1,296	1,303	1,317	1,336	1,300

(2) Excludes MLK-Harbor (MLK-H) hospital July and August amounts of 43 and 22, respectively. On August 13, 2007, the Board approved the MLK Jr. - Harbor Hospital (MLK-H) Closure Implementation Plan as a result of a negative finding from the federal Centers for Medicare and Medicaid Services (CMS) on the final survey. The plan included the conversion of the hospital to a Multi-Service Ambulatory Care Center (MACC), effective August 16, 2007.

**MONTHLY OCCUPANCY REPORT**  
**AVERAGE DAILY CENSUS**



ATTACHMENT II-A



**Health Services**  
LOS ANGELES COUNTY

**Los Angeles County  
Board of Supervisors**

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**ADDENDUM NO. 1  
TO REQUEST FOR PROPOSALS  
FOR DIETARY AND CONCESSION SERVICES**

This Addendum Number 1 to the Request for Proposals (RFP) for Dietary JC01 961-38 provides the following information:

1. RFP Appendix D, Required Forms, Exhibit 11, is being deleted because a State law will become effective in 2010.
2. RFP Appendix D, Required Forms, Exhibit 13, was revised and posted on the DHS Contracts and Grants website at <http://cg.dhs.lacounty.gov>.
3. RFP Appendix D, Required Forms, Exhibit 14, was revised and posted on the DHS Contracts and Grants website at <http://cg.dhs.lacounty.gov>.
4. Attached is the revised Exhibit 20 for LAC+USC Medical Center (LAC+USC) in RFP Appendix D, Required Forms. Interested proposer shall separate its Contractor Staffing Plan under "Concession" into two plans (Inpatient Tower and General Hospital). Please be advised that the space at General Hospital may be taken over by LAC+USC CARES, an auxiliary group, for operating similar services during the contract period.



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